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HOWMET AEROSPACE, INC., and

9 HOWMET GLOBAL FASTENING SYSTEMS, INC.

10 **UNITED STATES DISTRICT COURT**

11 **CENTRAL DISTRICT OF CALIFORNIA**

12 HADY ELKOBAITRY,

13 Plaintiff,

14 v.

15 HOWMET AEROSPACE, INC.,
16 HOWMET GLOBAL FASTENING
SYSTEMS, INC., and DOES 1 through
17 10, Inclusive,

18 Defendants.

Case No.: 2:24-cv-05138-MRA-JPR

**STIPULATED PROTECTIVE
ORDER**

20 1. INTRODUCTION

21 1.1 PURPOSES AND LIMITATIONS

22 Discovery in this action is likely to involve production of confidential,
23 proprietary, or private information for which special protection from public
24 disclosure and from use for any purpose other than prosecuting this litigation
25 may be warranted. Accordingly, the parties hereby stipulate to and petition the
26 Court to enter the following Stipulated Protective Order. The Parties
27 acknowledge that this Order does not confer blanket protections on all
28 disclosures or responses to discovery and that the protection it affords from

1 public disclosure and use extends only to the limited information or items that
2 are entitled to confidential treatment under the applicable legal principles. The
3 parties further acknowledge, as set forth in Section 12.3, below, that this
4 Stipulated Protective Order does not entitle them to file confidential information
5 under seal; Civil Local Rule 79-5 sets forth the procedures that must be
6 followed and the standards that will be applied when a party seeks permission
7 from the court to file material under seal.

8 1.2 GOOD CAUSE STATEMENT

9 The parties anticipate that, due to the nature of the claims and defenses
10 at issue in this matter, discovery will include personnel documents, medical
11 records, confidential company documents, which may include proprietary
12 information and potential trade secrets, in addition to protected third-party
13 personnel information, and other personnel information. This information is not
14 otherwise available to the public, and the parties recognize and acknowledge
15 that this information becoming available to the public could potentially be
16 extremely valuable to competitors. Defendants also anticipate discovery on
17 topics concerning Plaintiff's background, much of which shares the same
18 confidential characteristics, such as detailed credit information, Plaintiff's
19 generalized background, Plaintiff's income taxes, and other information
20 concerning Plaintiff which relate to the claims and defenses in this matter. The
21 parties state that the above descriptions are not intended to be an exhaustive list
22 of all classes of information subject to this Stipulated Protective Order.

23 This action is likely to involve trade secrets, customer and pricing lists
24 and other valuable research, development, commercial, financial, technical
25 and/or proprietary information for which special protection from public
26 disclosure and from use for any purpose other than prosecution of this action
27 may be warranted. Such confidential and proprietary materials and information
28 may consist of, among other things, confidential business or financial

1 information, information regarding confidential business practices, or other
2 confidential research, development, or commercial information (including
3 information implicating privacy rights of third parties), information otherwise
4 generally unavailable to the public, or which may be privileged or otherwise
5 protected from disclosure under state or federal statutes, court rules, case
6 decisions, or common law.

7 Accordingly, to expedite the flow of information, to facilitate the prompt
8 resolution of disputes over confidentiality of discovery materials, to adequately
9 protect information the parties are entitled to keep confidential, to ensure that
10 the parties are permitted reasonable necessary uses of such material in
11 preparation for and in the conduct of trial, to address their handling at the end
12 of the litigation, and serve the ends of justice, a protective order for such
13 information is justified in this matter. It is the intent of the parties that
14 information will not be designated as confidential for tactical reasons and that
15 nothing be so designated without a good faith belief that it has been maintained
16 in a confidential, non-public manner, and there is good cause why it should not
17 be part of the public record of this case.

18 2. DEFINITIONS

19 2.1 Action: this pending federal lawsuit.

20 2.2 Challenging Party: a Party or Nonparty that challenges the
21 designation of information or items under this Order.

22 2.3 “CONFIDENTIAL” Information or Items: information
23 (regardless of how it is generated, stored or maintained) or tangible things that
24 qualify for protection under Federal Rule of Civil Procedure 26(c), and as
25 specified above in the Good Cause Statement.

26 2.4 Counsel: Outside Counsel of Record and House Counsel (as well
27 as their support staff).
28

1 2.5 Designating Party: a Party or Nonparty that designates information
2 or items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL.”

4 2.6 Disclosure or Discovery Material: all items or information,
5 regardless of the medium or manner in which it is generated, stored, or
6 maintained (including, among other things, testimony, transcripts, and tangible
7 things), that are produced or generated in disclosures or responses to discovery
8 in this matter.

9 2.7 Expert: a person with specialized knowledge or experience in a
10 matter pertinent to the litigation who has been retained by a Party or its counsel
11 to serve as an expert witness or as a consultant in this action.

12 2.8 House Counsel: attorneys who are employees of a Party to this
13 Action. House Counsel does not include Outside Counsel of Record or any
14 other outside counsel.

15 2.9 Nonparty: any natural person, partnership, corporation,
16 association, or other legal entity not named as a Party to this action.

17 2.10 Outside Counsel of Record: attorneys who are not employees of a
18 Party to this Action but are retained to represent or advise a Party and have
19 appeared in this Action on behalf of that Party or are affiliated with a law firm
20 that has appeared on behalf of that Party, including support staff.

21 2.11 Party: any Party to this Action, including all of its officers,
22 directors, employees, consultants, retained experts, and Outside Counsel of
23 Record (and their support staffs).

24 2.12 Producing Party: a Party or Nonparty that produces Disclosure or
25 Discovery Material in this Action.

26 2.13 Professional Vendors: persons or entities that provide litigation
27 support services (for example, photocopying, videotaping, translating,
28

1 preparing exhibits or demonstrations, and organizing, storing, or retrieving data
2 in any form or medium) and their employees and subcontractors.

3 2.14 Protected Material: any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL.”

5 2.15 Receiving Party: a Party that receives Disclosure or Discovery
6 Material from a Producing Party.

7 3. SCOPE

8 The protections conferred by this Stipulation and Order cover not only
9 Protected Material (as defined above) but also any information copied or
10 extracted from Protected Material; all copies, excerpts, summaries, or
11 compilations of Protected Material; and any testimony, conversations, or
12 presentations by Parties or their Counsel that might reveal Protected Material.

13 Any use of Protected Material at trial will be governed by the orders of
14 the trial judge. This Order does not govern the use of Protected Material at trial.

15 4. DURATION

16 Even after final disposition of this litigation, the confidentiality
17 obligations imposed by this Order will remain in effect until a Designating Party
18 agrees otherwise in writing or a court order otherwise directs. Final disposition
19 is the later of (1) dismissal of all claims and defenses in this Action, with or
20 without prejudice, or (2) final judgment after the completion and exhaustion of
21 all appeals, rehearings, remands, trials, or reviews of this Action, including the
22 time limits for filing any motions or applications for extension of time under
23 applicable law.

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Each Party or Nonparty that designates information or items for
26 protection under this Order must take care to limit any such designation to
27 specific material that qualifies under the appropriate standards. To the extent
28 practicable, the Designating Party must designate for protection only those parts

1 of material, documents, items, or oral or written communications that qualify
2 so that other portions of the material, documents, items, or communications for
3 which protection is not warranted are not swept unjustifiably within the ambit
4 of this Order.

5 Indiscriminate or routinized designations are prohibited. Designations
6 that are shown to be clearly unjustified or that have been made for an improper
7 purpose (for example, to unnecessarily encumber the case-development process
8 or to impose unnecessary expenses and burdens on other parties) may expose
9 the Designating Party to sanctions.

10 If it comes to a Designating Party's attention that information or items it
11 designated for protection do not qualify for that level of protection, that
12 Designating Party must promptly notify all other Parties that it is withdrawing
13 the inapplicable designation.

14 5.2 Except as otherwise provided in this Order, Disclosure or
15 Discovery Material that qualifies for protection under this Order must be clearly
16 so designated before the material is disclosed or produced.

17 Designation in conformity with this Order requires the following:

18 (a) for information in documentary form (for example, paper or
19 electronic documents but excluding transcripts of depositions or other pretrial
20 or trial proceedings), the Producing Party must affix at a minimum the legend
21 "CONFIDENTIAL" to each page that contains Protected Material. If only a
22 portion or portions of the material on a page qualify for protection, the
23 Producing Party should to the extent practicable clearly identify the protected
24 portion(s) (for example, by making appropriate markings in the margins).

25 A Party or Nonparty that makes original documents available for
26 inspection need not designate them for protection until after the inspecting Party
27 has indicated which documents it would like copied and produced. During the
28 inspection and before the designation, all material made available for inspection

1 must be treated as “CONFIDENTIAL.” After the inspecting Party has
2 identified the documents it wants copied and produced, the Producing Party
3 must determine which documents, or portions thereof, qualify for protection
4 under this Order. Then, before producing the specified documents, the
5 Producing Party must affix the “CONFIDENTIAL” legend to each page that
6 contains Protected Material. If only a portion or portions of the material on a
7 page qualify for protection, the Producing Party should to the extent practical
8 clearly identify the protected portion(s) (for example, by making appropriate
9 markings in the margins).

10 (b) for testimony given in depositions, the Designating Party identify
11 the Disclosure or Discovery Material that is protected on the record, before the
12 close of the deposition.

13 (c) for information produced in some form other than documentary
14 and for any other tangible items, the Producing Party must affix in a prominent
15 place on the exterior of the container or containers in which the information is
16 stored the legend “CONFIDENTIAL.” If only a portion or portions of the
17 information warrant protection, the Producing Party, to the extent practicable,
18 must identify the protected portion(s).

19 5.3 If timely corrected, an inadvertent failure to designate qualified
20 information or items does not, standing alone, waive the Designating Party’s
21 right to secure protection under this Order for that material. On timely
22 correction of a designation, the Receiving Party must make reasonable efforts
23 to assure that the material is treated in accordance with the provisions of this
24 Order.

25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Any Party or Nonparty may challenge a designation of
27 confidentiality at any time consistent with the Court’s scheduling order.
28

1 6.2 The Challenging Party must initiate the dispute-resolution process
2 (and, if necessary, file a discovery motion) under Local Rule 37.

3 6.3 The burden of persuasion in any such proceeding is on the
4 Designating Party. Frivolous challenges, and those made for an improper
5 purpose (for example, to harass or impose unnecessary expenses and burdens
6 on other parties) may expose the Challenging Party to sanctions. Unless the
7 Designating Party has waived or withdrawn the confidentiality designation, all
8 parties must continue to afford the material in question the level of protection
9 to which it is entitled under the Producing Party's designation until the Court
10 rules on the challenge.

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1 A Receiving Party may use Protected Material that is disclosed or
13 produced by another Party or by a Nonparty in connection with this Action only
14 for prosecuting, defending, or attempting to settle this Action. Such Protected
15 Material may be disclosed only to the categories of people and under the
16 conditions described in this Order. When the Action has been terminated, a
17 Receiving Party must comply with the provisions of Section 13 below (FINAL
18 DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving Party
20 at a location and in a manner sufficiently secure to ensure that access is limited
21 to the people authorized under this Order.

22 7.2 Unless otherwise ordered by the Court or permitted in writing by
23 the Designating Party, a Receiving Party may disclose any information or item
24 designated "CONFIDENTIAL" only to the following people:

25 (a) the Receiving Party's Outside Counsel of Record in this Action,
26 as well as employees of that Outside Counsel of Record to whom it is
27 reasonably necessary to disclose the information for this Action;

1 (b) the officers, directors, and employees (including House Counsel)
2 of the Receiving Party to whom disclosure is reasonably necessary for this
3 Action;

4 (c) Experts (as defined in this Order) of the Receiving Party to whom
5 disclosure is reasonably necessary for this Action and who have signed the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (d) the Court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and
10 Professional Vendors to whom disclosure is reasonably necessary for this
11 Action and who have signed the “Acknowledgment and Agreement to Be
12 Bound” (Exhibit A);

13 (g) the author or recipient of a document containing the information or
14 a custodian or other person who otherwise possessed or knew the information;

15 (h) during their depositions, witnesses, and attorneys for witnesses to
16 whom disclosure is reasonably necessary, provided that the deposing party
17 requests that the witness sign the form attached as Exhibit A hereto and the
18 witnesses will not be permitted to keep any confidential information unless they
19 sign the form, unless otherwise agreed by the Designating Party or ordered by
20 the Court. Pages of transcribed deposition testimony or exhibits to depositions
21 that reveal Protected Material may be separately bound by the court reporter
22 and may not be disclosed to anyone except as permitted under this Order; and

23 (i) any mediator or settlement officer, and their supporting personnel,
24 mutually agreed on by any of the Parties engaged in settlement discussions or
25 appointed by the Court.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
2 PRODUCED IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other
4 litigation that compels disclosure of any information or items designated in this
5 Action as “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification
7 must include a copy of the subpoena or court order unless prohibited by law;

8 (b) promptly notify in writing the party who caused the subpoena or
9 order to issue in the other litigation that some or all of the material covered by
10 the subpoena or order is subject to this Protective Order. Such notification must
11 include a copy of this Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be
13 pursued by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served
15 with the subpoena or court order should not produce any information designated
16 in this action as “CONFIDENTIAL” before a determination on the protective
17 order request by the relevant court unless the Party has obtained the Designating
18 Party’s permission. The Designating Party bears the burden and expense of
19 seeking protection of its Confidential Material, and nothing in these provisions
20 should be construed as authorizing or encouraging a Receiving Party in this
21 Action to disobey a lawful directive from another court.

22 9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE
23 PRODUCED IN THIS LITIGATION

24 (a) The terms of this Order are applicable to information produced by
25 a Nonparty in this Action and designated as “CONFIDENTIAL.” Such
26 information is protected by the remedies and relief provided by this Order.
27 Nothing in these provisions should be construed as prohibiting a Nonparty from
28 seeking additional protections.

1 (b) In the event that a Party is required, by a valid discovery request,
2 to produce a Nonparty's Confidential Information in its possession, and the
3 Party is subject to an agreement with the Nonparty not to produce the
4 Nonparty's Confidential Information, then the Party must:

5 (1) promptly notify in writing the Requesting Party and
6 the Nonparty that some or all of the information requested is subject to a
7 confidentiality agreement with a Nonparty;

8 (2) promptly provide the Nonparty with a copy of this
9 Order, the relevant discovery request(s), and a reasonably specific description
10 of the information requested; and

11 (3) make the information requested available for
12 inspection by the Nonparty, if requested.

13 (c) If the Nonparty fails to seek a protective order within 21 days of
14 receiving the notice and accompanying information, the Receiving Party may
15 produce the Nonparty's Confidential Information responsive to the discovery
16 request. If the Nonparty timely seeks a protective order, the Receiving Party
17 must not produce any information in its possession or control that is subject to
18 the confidentiality agreement with the Nonparty before a ruling on the
19 protective order request. Absent a court order to the contrary, the Nonparty must
20 bear the burden and expense of seeking protection of its Protected Material.

21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that by inadvertence or otherwise, it has
23 disclosed Protected Material to any person or in any circumstance not
24 authorized under this Order, the Receiving Party must immediately notify the
25 Designating Party in writing of the unauthorized disclosures, use its best efforts
26 to retrieve all unauthorized copies of the Protected Material, inform the person
27 or people to whom unauthorized disclosures were made of the terms of this
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1 Order, and ask that person or people to execute the “Acknowledgment and
2 Agreement to Be Bound” that is attached hereto as Exhibit A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain
6 inadvertently produced material is subject to a claim of privilege or other
7 protection, the obligations of the Receiving Parties are those set forth in Federal
8 Rule of Civil Procedure 26(b)(5)(B) and as agreed upon by the Parties and set
9 forth herein.

10 12. MISCELLANEOUS

11 12.1 Nothing in this Order abridges the right of any person to seek its
12 modification by the Court.

13 12.2 By stipulating to the entry of this Order, no Party waives any right
14 it otherwise would have to object to disclosing or producing any information or
15 item on any ground not addressed in this Order. Similarly, no Party waives any
16 right to object on any ground to use in evidence of any of the material covered
17 by this Order.

18 12.3 A Party that seeks to file under seal any Protected Material must
19 comply with Civil Local Rule 79-5. Protected Material may be filed under seal
20 only pursuant to a court order authorizing the sealing of the specific Protected
21 Material at issue. If a Party’s request to file Protected Material under seal is
22 denied, then the Receiving Party may file the information in the public record
23 unless otherwise instructed by the Court.

24 13. FINAL DISPOSITION

25 After the final disposition of this Action, as defined in paragraph 4,
26 within 60 days of a written request by the Designating Party, each Receiving
27 Party must return all Protected Material to the Producing Party or destroy such
28 material. As used in this subdivision, “all Protected Material” includes all

1 copies, abstracts, compilations, summaries, and any other format reproducing
2 or capturing any of the Protected Material. Whether the Protected Material is
3 returned or destroyed, the Receiving Party must submit a written certification
4 to the Producing Party (and, if not the same person or entity, to the Designating
5 Party) by the 60 day deadline that identifies (by category, when appropriate) all
6 the Protected Material that was returned or destroyed and affirms that the
7 Receiving Party has not retained any copies, abstracts, compilations,
8 summaries, or any other format reproducing or capturing any of the Protected
9 Material. Notwithstanding this provision, Counsel are entitled to retain an
10 archival copy of all pleadings; motion papers; trial, deposition, and hearing
11 transcripts; legal memoranda; correspondence; deposition and trial exhibits;
12 expert reports; attorney work product; and consultant and expert work product
13 even if such materials contain Protected Material. Any such archival copies that
14 contain or constitute Protected Material remain subject to this Order as set forth
15 in Section 4 (DURATION).

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14. SANCTIONS

Any willful violation of this Order may be punished by civil or criminal contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or other appropriate action at the discretion of the Court.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: December 5, 2024

JAVANMARDI LAW, PC
HOLMQUIST LAW, PC

By: /s/ David Harris
PETER A. JAVANMARDI
MARC A. HOLMQUIST
MIRANDA A. MOSSAVAR
DAVID HARRIS
Attorneys for Plaintiff


DATED: December 5, 2024

BUCHANAN INGERSOLL &
ROONEY LLP

By: /s/Komal Jain
JASON E. MURTAGH
MARY R. HACKETT
KOMAL JAIN
Attorneys for Defendants

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: 12/5/2024



HONORABLE JEAN P. ROSENBLUTH
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of
_____ [full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective
Order that was issued by the U.S. District Court for the Central District of
California on _____ [date] in the case of *Hady Elkobaitry v. Howmet
Aerospace Inc., et al.*, Case No.: 5:24-cv-05138-MRA-JPR. I agree to
comply with and to be bound by all terms of this Stipulated Protective Order
and I understand and acknowledge that failure to so comply could expose me
to sanctions and punishment, including contempt. I solemnly promise that I
will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance
with the provisions of this Order.

I further agree to submit to the jurisdiction of the U.S. District Court for
the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____
[print or type full name] of _____ [print or type
full address and telephone number] as my California agent for service of
process in connection with this action or any proceedings related to
enforcement of this Stipulated Protective Order.

Date: _____, 2024

City and State where signed: _____

Printed name: _____

Signature: _____